

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	Jose A. Matos aka Jose A. Matos-Arroyo Kelly M. Matos aka Kelly M. Matos-Orozco Debtor	Case No.: 1:19-bk-03751-HWV Chapter: 13 Judge: Henry W. Van Eck
	Rushmore Loan Management Services, LLC as Servicer for U.S. Bank National Association, not in its individual capacity but solely as trustee for RMT Trust, Series 2021 Cottage- TT-V Movant	
	Jose A. Matos aka Jose A. Matos-Arroyo Kelly M. Matos aka Kelly M. Matos-Orozco Jack N Zaharopoulos, Trustee Respondents	

**CONSENT ORDER**

NOW COMES Debtors, Jose A. Matos aka Jose A. Matos-Arroyo and Kelly M. Matos aka Kelly M. Matos-Orozco (“Debtor”), by and through her counsel, John Matthew Hyams, Esquire, and Creditor, Rushmore Loan Management Services, LLC as Servicer for U.S. Bank National Association, not in its individual capacity but solely as trustee for RMT Trust, Series 2021 Cottage-TT-V (“Creditor”), by and through its counsel, Friedman Vartolo, LLP, and the parties consent and agree as follows:

WHEREAS, on September 4, 2019, Debtor filed a Petition under Chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Pennsylvania;

WHEREAS, on March 25, 2022, Debtor filed a Motion to Sell the Property located at 312 Lamp Post Lane, Etters, PA 17319 (the “Property”);

WHEREAS, on April 11, 2022, Creditor filed a Limited Objection to said Motion to Sell; WHEREAS, Movant and Debtor are desirous of settling the dispute among and between themselves;

NOW THEREFORE, each in consideration of the promises of the other and intending to be legally bound, subject to the approval of the Bankruptcy Court, it is hereby agreed by and among counsel for Creditor, by and through its attorneys, Friedman Vartolo, LLP, and Debtor, by and through his/her counsel, John Matthew Hyams, Esquire, as follows:

1. Debtor has entered into an Agreement of Sale of the Property for the amount of \$449,900.00.

2. The current payoff amount to pay Creditor's loan in full is approximately \$186,176.77, good through May 4, 2022. Should the sale of the Property not take place on or before May 4, 2022, Debtor shall request an updated payoff amount from Creditor.

3. Creditor's Claim shall be paid in full from the proceeds of the sale of the Property, absent further Order of the Court.

4. Counsel for Debtor has authority to settle this matter on behalf of his/her client(s).

IN WITNESS hereof, the Parties, by their respective, duly authorized, undersigned counsel of record and agent, have cause this Consent Order to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY THE COURT:

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Henry W. Van Eck  
Bankruptcy Judge

Date: April 19, 2022

/s/ Lauren M. Moyer

Lauren M. Moyer, Esquire  
Friedman Vartolo, LLP  
*Counsel for Creditor*

Date: April 19, 2022

/s/ John Matthew Hyams

John Matthew Hyams, Esquire  
*Counsel for Debtor*

Date: April 22, 2022

/s/

Jack N Zaharopoulos (Trustee)

